

cc: Charlie Grey
Neil Richard
Tom



PHILLIPS 66 COMPANY

BARTLESVILLE, OKLAHOMA 74004
PHONE: 918 661-6600 TWX 910 841-2560 TLX 49-2455

SPECIALTY CHEMICALS

October 20, 1989

Geoffrey L. Pratt
Director of Operations
Cedar Chemical Corporation
24th Floor
5100 Poplar Avenue
Memphis, Tennessee 38137

Dear Geoff:

As promised several weeks ago, I would like to reserve some time at your West Helena plant this summer for the production of methyl ethyl sulfide. We anticipate needing around 140,000 lbs. from that campaign which will fill two of the railroad cars that we have in MES service. Please provide me with a quote for this volume of MES and some idea of your production window. If you require a purchase order from us to guarantee meeting our volume and timing requirements, I will get one issued as soon as possible after evaluating your quote.

For 1991 we anticipate needing between 400,000 and 600,000 lbs. in two campaigns. The first in January or February and the second during the summer months. We will be able to forecast the amounts and timing better later this year.

As usual, let me know if there is anything else I need to do in regards to MES. Please let me know where things stand as soon as possible.

Best regards,

Chris Lehecka

C. Lehecka
Sr. Market Development Specialist
Specialty Chemicals
334 Phillips Bldg. Annex
(918) 661-8359

cc: T. K. Shioyama
G. N. Collins
B. N. Steger

9349918



CC: Charlie
Neil

CEDAR CHEMICAL CORPORATION

24th Floor • 5100 Poplar Avenue • Memphis, TN 38137 • 901-685-5348

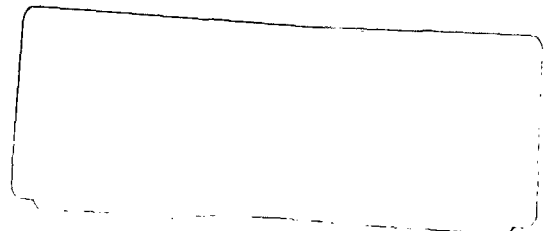
May 17, 1990

Mr. Chris Lehecka
Senior Market Development Specialist
Phillips 66 Company
Specialty Chemicals
303 Adams Building
Bartlesville, OK 74004

Dear Chris:

Per your request, we are pleased to offer this proposal for the production of 140,000 pounds of MES in the summer of 1990. As I outlined in my letter to you of March 5, 1990, we find it necessary to add a 5% surcharge on raw materials which Cedar purchases on behalf of our clients. We have also found it necessary to include nitrogen as raw material and as such it will carry a 5% surcharge on Cedar's delivered cost (currently \$.47 per 100 standard cubic feet). Of course, Phillips has the option to purchase any of the raw materials directly, if this makes economic sense, and Cedar will work with you to minimize nitrogen cost. As I mentioned in my previous letter, the nitrogen will be metered to your process, so that you have an accurate record of consumption. Now that the bad news is out of the way, Cedar will hold its processing fee for MES and the waste processing charge at the present level of \$.90 dollars per pound of MES and \$.0171 per pound of MES, f.o.b. West Helena through 1991. This is in response to the forecasting information you have provided for which we offered to maintain our 1990 costs for the 1990 and 1991 production.

We are working on a precise production timing for this summer's production of MES and will contact you shortly so that we can work out a mutually acceptable production program.



We hope that you will accept these painful but necessary cost adjustments and that we can continue to enjoy your business. Please let me know, if additional information is required regarding this proposal.

Best regards,

Geoffrey L. Pratt
Director Operations
Custom Manufacturing

mc

cc: Bill Eissler
John Miles
Neil Robbins

N. Robbins

CEDAR CHEMICAL CORPORATION

24th Floor • 5100 Poplar Avenue • Memphis, TN 38137 • 901-685-5348

May 29, 1990

Mr. Chris Lehecka
Senior Market Development Specialist
Phillips 66 Company
Specialty Chemicals
3C3 Adams Building
Bartlesville, OK 74004

Dear Chris:

Per your request, we are pleased to offer this proposal for the production of 140,000 pounds of MES in the summer of 1990. As I outlined in my letter to you of March 5, 1990, we find it necessary to add a 5% surcharge on raw materials which Cedar purchases on behalf of our clients. We have also found it necessary to include nitrogen as raw material and as such it will carry a 5% surcharge on Cedar's delivered cost (currently \$.47 per 100 standard cubic feet). Of course, Phillips has the option to purchase any of the raw materials directly, if this makes economic sense, and Cedar will work with you to minimize nitrogen cost. As I mentioned in my previous letter, the nitrogen will be metered to your process, so that you have an accurate record of consumption. Now that the bad news is out of the way, Cedar will hold its processing fee for MES and the waste processing charge at the present level of \$.90 per pound of MES and \$.0171 per pound of MES, f.o.b. West Helena through 1991. This is in response to the forecasting information you have provided for which we offered to maintain our 1990 costs for the 1990 and 1991 production.

We expect to run your product in early July which I believe will meet your needs. We will fine tune the schedule as we get closer and keep you informed.

I discussed the peroxide treatment of wastewater with John Miles and learned that the treatment is not fully effective and hypochlorite is needed to finish the odor removal. For ease of operation we will use hypochlorite for this run since the chloride will not be a major problem for this production volume. You may want to continue the program of developing the peroxide treatment, or an alternative, if longer production runs are in the future.

We hope that you will accept these cost adjustments and that we can continue to enjoy your business. Please let me know, if additional information is required regarding this proposal.

Best regards,

A handwritten signature in dark ink, appearing to read 'Geoffrey L. Pratt', with a long horizontal flourish extending to the left.

Geoffrey L. Pratt
Director Operations
Custom Manufacturing

mc

cc: Bill Eissler
John Miles
Neil Robbins
Charlie Parker
Joe Porter
Richard Johns
Greg Satterfield

CEDAR CHEMICAL CORPORATION

24th Floor • 5100 Poplar Avenue • Memphis, TN 38137 • 901-685-5348

June 1, 1990

Mr. Chris Lehecka
Senior Market Development Specialist
Phillips 66 Company
Specialty Chemicals
3C3 Adams Building
Bartlesville, OK 74004

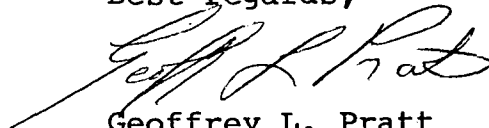
Dear Chris:

I appreciate your recent phone call pointing out the error in my letter of May 29, 1990, regarding the production of 140,000 pounds of MES. You are perfectly correct, the charge for waste processing is \$.0171 per pound of waste not per pound of MES. The error was actually a test and as you will note you were the only person who received a copy of the letter who was sharp enough to spot the error.

You indicated that we should receive your purchase order shortly and that you will be discussing raw material logistics with Charlie Parker. For this production run MES, we anticipate that Phillips will be purchasing most of the raw materials.

We continue to estimate the run will commence in early July and will advise you if any change occurs.

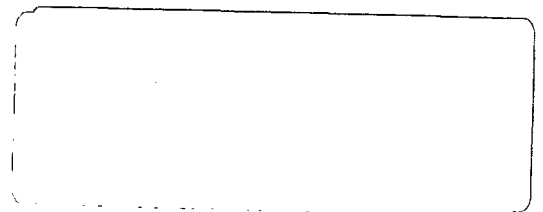
Best regards,



Geoffrey L. Pratt
Director Operations
Custom Manufacturing

mc

cc: Bill Eissler
John Miles
Neil Robbins
Charlie Parker
Joe Porter
Richard Johns
Greg Satterfield



Charlie
G. Pratt


November 15, 1989

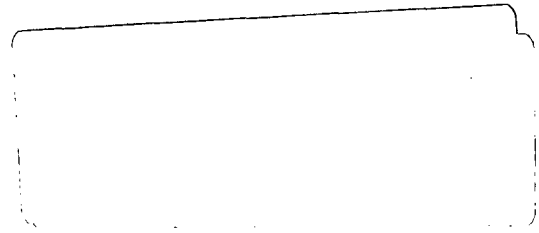
John Miles
Cedar Chemical Corporation
P.O. Box 2749
West Helena, AR 72390

Dear John:

Attached is our PO for 250,000 lbs. of methyl ethyl sulfide. I will make arrangements for 3 RR cars to be sent your way in the near future. I hope the information I sent you on peroxide treatment and phase transfer catalysts is helpful. Let me know if there is anything else I need to do.

Regards,


C. Lehecka
(918) 661-8359



PURCHASE ORDER

No. **574496**

Attn: John Miles

Cedar Chemical Corp.

P. O. Box 2749

West Helena, AR 72390

DATE _____ AND MAIL TO COMPANY SHOWN BELOW SEPARATE ITEMIZED AND EXTENDED INVOICE IN TRIPLICATE FOR EACH SHIPMENT, SHOWING ABOVE ORDER NO. INCLUDING PREFIX AND SUFFIX.

PURCHASER — **PHILLIPS CHEMICAL COMPANY**
A SUBSIDIARY OF PHILLIPS PETROLEUM COMPANY

PHILLIPS CHEMICAL COMPANY
A SUBSIDIARY OF PHILLIPS PETROLEUM COMPANY

Phillips 66 Company

Philtex Plant

Borger, Texas

Attn: Tom Koch

REFER ALL INQUIRIES TO: (IF NO ADDRESS IS SHOWN BELOW, SEND INQUIRIES TO PHILLIPS PETROLEUM CO., PURCHASING, BARTLESVILLE, OK. 74004)

SHIP BY: ☐ 1. PREPAID UNINSURED UNITED PARCEL SERVICE OR PARCEL POST IF PACKAGE MEETS REGULATIONS; OTHERWISE THE LEAST EXPENSIVE OF MOTOR FREIGHT OR EXPRESS
☐ 2. MOTOR FREIGHT ☐ PPD. ☐ COL. ROUTE _____
☐ 3. OTHER ☐ PPD. ☐ COL. _____
F.O.B. DEST ☐ F.O.B. ORIGIN ☐

CHARGE

TO 1068-1-502100

INVOICES, PACKING LISTS AND TAGS SHOULD SHOW
CHARGE AND IF APPLICABLE,
PHILLIPS STOCK NUMBER

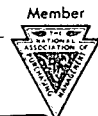
ITEM NO.	QUANTITY	DESCRIPTION
1		Approx. 250,000 lbs. Methyl Ethyl Sulfide
		Specs: 97% min. MES
		500 ppm chlorides maximum
		+30 max APHA color
		-20°F max. cloud point
		Pricing: \$0.90/lb MES fob West Helena Processing charge plus \$0.0171/lb.
		waste water produced (Cedar to dispose of onsite) Cedar to purchase feedstocks and operating supplies and invoice Phillips.
		Invoicing must be supported by suppliers' invoice copy.
		MES shipment via Phillips RR car.
		All invoices to be approved by C. Lehecka prior to payment.

IF TERMS AND CONDITIONS SHOWN (INCLUDING THOSE ON REVERSE SIDE) ARE UNACCEPTABLE, REVISE BEFORE ENTERING ORDER



FORM 4127-S 1-81 ORIGINAL

By _____



CEDAR INTERNAL MEMO
WEST HELENA PLANT

DATE: 8/9/89

TO: Neil Robbins

FROM: John Miles

CC: Geoff Pratt
Greg Satterfield

RE: MES wastewater

Per your request, I have reviewed the MES wastewater and think the cleanest billing would be as follows:

LBS. WASTE x OFFSITE COST x 0.5

1,205,677 X \$0.0342/lb X 0.5 = \$20,617

This will result in a net savings to Phillips of about 6.5 cents per pound of MES when adjusted for increased treatment chemical costs, which you have already billed. We will need to closely review this area again technically and financially before the next campaign. I will review this with Chris Lehecka today.

PURCHASE ORDER

P.O. NO: A-830372-J F

SHIP BY: JUL 1, 1990

SHIP VIA: PPCD TANK CAR

F.O.B. ORIGIN

COLLECT

WEST HELENA, AR

P.O. DATE: JUN 13, 1990

ID: /

REQUIRED DATE: JUL 14, 1990

PAGE: 1

VENDOR: 004143
CEDAR CHEMICAL CORP.
ATTN: GEOFF PRATT
5100 POPLAR AVE., 24TH FLOOR
MEMPHIS, TN 38137

MAIL ITEMIZED AND EXTENDED INVOICE IN
TRIPPLICATE FOR EACH SHIPMENT TO BELOW
ADDRESS. SHOW P.O. NO. INCLUDING
PREFIX AND SUFFIX.

SHIP TO:
PHILLIPS 66 COMPANY
PHILTEX PLANT
BORGER, TX
ATTN: TOM KOCH

BILL TO:
PHILLIPS 66 COMPANY
C/O CHRIS LEHECKA
334 PHILLIPS BLDG ANNEX
BARTLESVILLE, OK 74004

ITEM QUANTITY DESCRIPTION CATALOG NBR
001 140,000 POUNDS

METHYL ETHYL SULFIDE, SPECS: 97% MIN MES.
500 PPM CHLORIDES MAX.; +30 MAX APHA COLOR; -20 DEG. F MAX
CLOUD POINT. SHIPMENT VIA PHILLIPS TANK CARS.

*

PRICING: \$.90/LB MES FOB WEST HELENA PROCESSING CHARGE.
PLUS \$.0171/# WASTE WATER PRODUCED (CEDAR TO DISPOSE OF
ONSITE)

*

CEDAR TO PURCHASE OPERATING SUPPLIES AND INVOICE PHILLIPS.
INVOICING MUST BE SUPPORTED BY SUPPLIERS INVOICE COPY.
PHILLIPS TO PURCHASE FEEDSTOCKS: METHYL MERCAPTAN, ETHYL
CHLORIDE, SODIUM HYDROXIDE, AND HAVE DELIVERED TO CEDAR.
PRICE: \$0.90 UNIT OF MEASURE: POUNDS

TERMS ALL INVOICING TO: C. LEHECKA, 334 PBA,
BARTLESVILLE, OK 74004

*

PHILLIPS FORM 3039 IS ATTACHED AND ACCEPTANCE OF THIS ORDER
WILL INDICATE YOUR AGREEMENT TO COMPLY WITH THE REGULATIONS
COVERED BY IT.

FAR 52-219-8 "UTILIZATION OF SMALL BUSINESS CONCERNS OWNED &
CONTROLLED BY SOCIALLY & ECONOMICALLY DISADVANTAGED
INDIVIDUALS" APPLIES ON ALL CONTRACTS EXCEEDING \$10,000 OR
MORE.

*

PAYMENT TERMS NET 30 DAYS.

ORIGINAL



FORM 12821-S 1-89

RECEIVED

JUL 5 1990

Ans'd.....



PURCHASE ORDER

P.O. NO: A-890872-J F

P.O. DATE: JUN 13, 1990

PAGE: 2

ACCOUNTING CHARGES:

COMPANY CODE: X3
VOUCHER SORT CODE: 4
ACCOUNT NUMBER: E77
MISC. OTHER CHARGE: 1068-1-S02100
CHARGE PERCENT: 1.0000

USED FOR: METHYL ETHYL SULFIDE

- NOTE:
- SHOW OUR P.O. NO. AND CONSIGNEE ADDRESS, CHARGE, AND CATALOG NUMBER IF APPLICABLE ON ALL PACKING LISTS, WAYBILLS, INVOICES, AND TAGS.
 - REFER ALL INQUIRIES TO PROCUREMENT AND MATERIALS CONTROL, BARTLESVILLE OK 74004, IF NO ADDRESS SHOWN UNDER "TERMS" ABOVE.
 - ADVISE BEFORE ENTERING ORDER IF TERMS AND CONDITIONS ON REVERSE SIDE ARE UNACCEPTABLE.

PHILLIPS PETROLEUM COMPANY
AS AGENT FOR PURCHASER

TAX EXEMPT = To become an ingredient
or component part of, or be incorporated
into or used or consumed in a manuf-
actured, processed or fabricated product of
tangible personal property.

R L Hugo

MA

6/14

*****LAST PAGE OF PURCHASE ORDER*****

ORIGINAL



CONTRACT AND PURCHASE ORDER SUPPLEMENTAL AGREEMENT

Cedar Chemical Corp.

(hereinafter referred to as "Contractor")

furnishes equipment and/or materials and/or supplies and/or services and/or leased property under contracts or purchase orders placed by the "Company" named in the contract or purchase order to which this Supplemental Agreement is attached.

In response to the request and offer of Company, Contractor agrees that the covenants and certifications hereinafter set forth shall be and become a part of the terms of each contract and/or purchase order transaction placed with Contractor by Company acting as principal or agent, which is currently in effect or outstanding, or will be at any time during the term of this Agreement, with the same force and effect as if set forth in full in each such contract or purchase order.

SECTION 1

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The following clause shall be included in all contracts exceeding \$10,000.

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided however, that in the event the Contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 2

EMPLOYMENT OF THE HANDICAPPED

(a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

SECTION 3

CERTIFICATION OF NONSEGREGATED FACILITIES

The following clause shall be included in all contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.

The Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "Segregated Facilities" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

The failure of a prime Contractor or subcontractor to comply with the terms of its certification of nonsegregated facilities or with the terms of Equal Opportunity Clause shall be a ground for termination or cancellation of contracts or subcontracts as provided in S 1-12.805-9.

SECTION 4

WRITTEN AFFIRMATIVE ACTION COMPLIANCE PROGRAM

The Contractor certifies that if it has 50 or more employees and if it anticipates sales to us in connection with government contracts of \$50,000 or more, it will develop a written Affirmative Action Compliance Program for each of its establishments consistent with the rules and regulations published by the Department of Labor in 41 CFR Chapter 60.

SECTION 5

AFFIRMATIVE ACTION PROGRAMS FOR DISABLED VETERANS AND VETERANS OF VIETNAM ERA

The following clause shall be included in all contracts exceeding \$10,000.

(a) The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees that all suitable employment openings of the Contractor which exists at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (3).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding non-discrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam Era hired, (3) the number of disabled veterans of the Vietnam Era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 USC 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on the contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placements.

(e) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d) and (e) of this clause do not apply to openings which the Contractor proposes to fill from within its own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(h) As used in this clause:

(1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings as are compensated on a salary basis of less than \$25,000 per year. This term includes full time employment, temporary employment of more than three (3) days' duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within its own organization or to fill pursuant to a customary and traditional employer — union hiring arrangement nor openings in an education institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the Contractor proposes to fill from within its own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of its employees.

(i) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(k) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment, and the rights of applicants and employees.

(l) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistant Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.

(m) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

SECTION 6

UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL BUSINESS CONCERNS OWNED AND CONTROLLED BY SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS

The following clause shall be included in all contracts over \$10,000 except contracts for services which are personal in nature and contracts which will be performed entirely (including all subcontracts) outside any State, territory, or possession of the United States, the District of Columbia, or the Commonwealth of Puerto Rico:

(a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with the efficient performance of this contract. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the Small Business Administration or the contracting agency which may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) As used in this contract:

(1) The term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(2) The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern —

(i) which is at least 51 per centum owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51 per centum of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

(ii) whose management and daily business operations are controlled by one or more of such individuals.

The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and other minorities, or any other individual found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

SECTION 7

UTILIZATION OF WOMEN-OWNED BUSINESS CONCERNS

The following clause shall be included in all contracts expected to exceed \$10,000 except contracts which, including all subcontracts thereunder, are to be performed entirely outside the United States, its possessions, Puerto Rico and the Trust Territory of the Pacific Islands, and contracts for services which are personal in nature.

(a) It is the policy of the United States Government that women-owned businesses shall have the maximum practicable opportunity to participate in the performance of contracts awarded by any Federal agency.

(b) The Contractor agrees to use its best efforts to carry out this policy in the award of subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, a "woman-owned business" concern means a business that is at least 51 per centum owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management. "Women" mean all women business owners.

CEDAR INTERNAL CORRESPONDENCE

DATE: 07/03/89

TO: John Miles

FROM: Geoffrey Pratt

CC: Bill Eissler
Neal Robbins
Greg Satterfield

SUBJECT: MES for Phillips

At the Informex meeting earlier this year, Phillips asked if we could lower the tolling fee for MES. We told them we were unable to reduce our fee, but would work with them to reduce the cost of waste disposal, which they have been paying on a pass through basis. We would try to effect this reduction by eliminating waste or by treating the material in our biological system. We proposed that if we were able to treat their waste on site, we would split the cost savings with Phillips.

Today, Chris Lehecka called to discuss details of future billing for waste since we are now able to treat the waste in our system. We agreed on the following:

1. For the current campaign, we will bill Phillips for waste treated at West Helena, at 1/2 the average total offsite deepwell disposal cost per unit of waste based on waste from this campaign already treated offsite. From previous experience, I would expect offsite costs to be approximately \$.30 per gallon of waste and thus we would be billing Phillips at approximately \$.15 per gallon. For material already treated offsite, the costs should be passed on to Phillips as in the past.
2. For future MES campaigns, Cedar will propose a total cost per pound of MES to include our current processing fee and the cost of onsite waste disposal.

In summary, for the current campaign we will be billing Phillips on the basis of units of waste treated. For future campaigns, this cost will be rolled into a new unit cost per pound of product. Please let me know if this procedure requires clarification.

Please let the individuals who have worked on this project know that their efforts are appreciated. This resolution will reduce some of the cost pressure on Phillips' product, over which they have expressed concern, and at the same time boost Cedar's profits.



PURCHASE ORDER

No.

574479

Attn: John Miles

Cedar Chemical Corp.

P. O. Box 2749

West Helena, AR 72390

DATE

C

AND MAIL TO COMPANY SHOWN BELOW SEPARATE ITEMIZED AND EXTENDED INVOICE IN TRIPPLICATE FOR EACH SHIPMENT SHOWING ABOVE ORDER NO. INCLUDING PREFIX AND SUFFIX

G

PURCHASER — PHILLIPS CHEMICAL COMPANY

A SUBSIDIARY OF PHILLIPS PETROLEUM COMPANY

SHOW OUR ORDER NO. AND CONSIGNEE ADDRESS ON ALL SHIPPING PAPERS AND TAGS

PHILLIPS CHEMICAL COMPANY

A SUBSIDIARY OF PHILLIPS PETROLEUM COMPANY

Phillips 66 Company

Philtex Plant

Borger, Texas

Attn: Tom Koch

REFER ALL INQUIRIES TO: (IF NO ADDRESS IS SHOWN BELOW, SEND INQUIRIES TO PHILLIPS PETROLEUM CO., PURCHASING, BARTLESVILLE, OK 74004)

SHIP BY

1. PREPAID UNINSURED UNITED PARCEL SERVICE OR PARCEL POST IF PACKAGE MEETS REGULATIONS OTHERWISE THE LEAST EXPENSIVE OF MOTOR FREIGHT OR EXPRESS

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3. OTHER

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CHARGE TO

1068-1-502100

ITEM NO.

QUANTITY

DESCRIPTION

INVOICES/PACKING LISTS AND TAGS SHOULD SHOW

CHARGE AND IF APPLICABLE

PHILLIPS STOCK NUMBER

1

Approx. 255,000 lbs. Methyl Ethyl Sulfide

Specs: 97% min. MES

500 ppm chlorides maximum

+30 min Saybolt color

-20°F max. cloud point

Pricing: \$0.90/lb MES fob West Helena.

Cedar to purchase feedstocks, operating supplies and waste

disposal and invoice Phillips. Invoicing must be supported

by suppliers. Invoice copy.

MES shipment via Phillips RR car.

All invoices to be approved by C. Lehecka prior to payment.

IF TERMS AND CONDITIONS SHOWN (INCLUDING THOSE ON REVERSE SIDE) ARE UNACCEPTABLE, REVISE BEFORE ENTERING ORDER



FORM 4127-S 1-81 ORIGINAL

By

C. Lehecka



PURCHASE ORDER

PAGE 1

☐ 1. PREPAID UNINSURED-UNITED PARCEL SERVICE OR PARCEL POST IF PACKS MEETS REGULATIONS: OTHERWISE SHIP COLLECT THE LEAST EXPENSIVE OF MOTOR FREIGHT OR AIR CARRIER

☐ 2. MOTOR FREIGHT ☐ PPD ☐ COL ROUTE PP Co. Retail Car

☒ 3. OTHER ☐ PPD ☒ COL

P.O. NO. 8-922030-JF

DATE 10-14-88

F.O.B. DEST ☐ F.O.B. ORIGIN ☒ WEST HELENA, ARK

DO NOT SHIP TO BELOW ADDRESS — SEE PAGE 2

V E N D O R	<u>CEDAR CHEMICAL CORP</u>
	<u>24TH FLOOR 5100 POPLAR AVE</u>
	<u>ATTN: GEOFFREY PRATT</u>
	<u>MEMPHIS, TENN 38137</u>

REFER ALL INQUIRIES TO (IF NO ADDRESS IS SHOWN BELOW, SEND INQUIRIES TO PROCUREMENT AND MATERIALS CONTROL, 138 FPB, BARTLESVILLE, OK. 74004)

B I L L T O	<u>PHILLIPS 66 Co.</u>
	<u>C/O PHILLIPS PETROLEUM Co.</u>
	<u>P & M Co.</u>
	<u>P.O. Box 5300</u>
	<u>BARTLESVILLE, OK 74005</u>

MAIL ITEMIZED AND EXTENDED INVOICE IN TRIPLICATE FOR EACH SHIPMENT TO ABOVE ADDRESS: SHOW P.O. NO. INCLUDING PREFIX AND SUFFIX.

Additional Page(s) 2 through _____ of the above numbered Purchase Order are attached hereto and incorporated herein as part of this Purchase Order.

TERMS AND CONDITIONS

- The Uniform Commercial Code (U.C.C.) of the Purchaser's "BILL TO" location, or other applicable commercial law where the U.C.C. has not been adopted in Purchaser's "BILL TO" location, shall, to the extent it is not inconsistent with the provisions of this Purchase Order, be utilized to construe and govern this Purchase Order and performance hereunder.
- In addition to any other applicable mode of acceptance, delivery of any goods specified in this Purchase Order will constitute acceptance of this Purchase Order with all its Terms and Conditions and will constitute Vendor's certification that goods delivered hereunder have been produced or certified to Vendor as produced in accordance with the Fair Labor and Standards Act of 1938, as amended.
- Vendor shall advise at once if unable to meet specified shipping date(s). Time is of the essence of this Purchase Order and Purchaser reserves the right to cancel this order at any time if specified shipping date(s) is(are) not met.
- Vendor shall assure that each shipment contains a packing slip listing contents. Purchaser's count will be accepted as final and conclusive on all shipments not accompanied by a packing slip.
- No minimum order charges, or charges for packing, cartage, insurance or value charges by any mode of transportation shall be payable or paid by Purchaser unless so specified on this Purchase Order.
- Vendor shall show all applicable cash discounts on all invoices. When invoices are not mailed on invoice date, discount period will be computed from date of invoice receipt.
- Prepaid Shipment charges must be supported by copy of Bill of Lading and Carriers receipted bill. Collect shipments must be supported by copy of Bill of Lading sent to consignee address.
- Concerning orders of goods worth \$10,000 or more where Vendor has not previously signed an annual agreement with Purchaser agreeing to comply with all Federal Equal Employment Opportunity and Nondiscriminatory Regulations, Phillips Form 3039 is attached and acceptance of this Order will indicate your agreement to comply with the regulations covered by it.
- Vendor agrees to show Purchaser's item numbers and description on all invoices.
- Vendor shall maintain a true and correct set of records pertaining to the work performed hereunder and all transactions related thereto for a period of at least two years after completion of this purchase order. Any representative authorized by the Purchaser may audit such records for the sole purpose of determining whether there has been compliance with the following paragraph:
Vendor shall not pay any commissions, fees, or grant any rebates, to any employee or officer of the Purchaser for his personal or private benefit, nor favor employees or officers of the Purchaser with gifts or entertainment of significant cost or value, nor enter into any business arrangements with employees or officers of the Purchaser which benefit them, personally or privately, for services they perform as Purchaser representatives.
- THIS PURCHASE ORDER, INCLUDING THE DESCRIPTION OF MERCHANDISE, EQUIPMENT AND/OR ACCESSORIES, ALONG WITH ANY PROPOSAL, BID, QUOTATION OR OTHER DOCUMENT ATTACHED HERETO, EXPRESSLY REFERENCED HEREIN AND MADE A PART HEREOF, IS AN OFFER TO PURCHASE AND ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS SET OUT IN SUCH OFFER. ANY ACCEPTANCE, PROPOSAL, BID, QUOTATION OR OFFER NOT SO MADE A PART HEREOF WHICH STATES TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE SO OFFERED HEREIN SHALL NOT BE BINDING ON PURCHASER AND PURCHASER HEREBY REJECTS ANY SUCH ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS UNLESS SUCH ADDITIONAL OR DIFFERENT TERMS ARE AGREED TO IN WRITING BY PURCHASER.

NOTE: ADVISE BEFORE ENTERING ORDER IF TERMS AND CONDITIONS SHOWN ARE UNACCEPTABLE

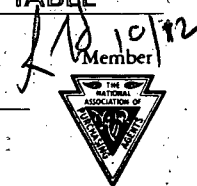


THIS ORDER NOT VALID UNLESS SIGNED BY AN AUTHORIZED EMPLOYEE OR AGENT OF PURCHASER.

FORM 4832-S 8-84

ORIGINAL

R. L. Hugo
BUYING COORDINATOR



S
H
I
P
T
O

Phillips 66 Company
Philtex Plant
Borger, TX
Attn: Tom Koeh

No. 8-922030 - JF

SHOW OUR ORDER NO. AND CONSIGNEE ADDRESS ON
ALL SHIPPING PAPERS AND TAGS.

CHARGE
TO 1068-1-502100

INVOICE, PACKING LISTS, WAYBILLS, AND TAGS
SHOULD SHOW
CHARGE AND, IF APPLICABLE,
PHILLIPS STOCK NUMBER

ITEM NO.	QUANTITY	DESCRIPTION
1		<p>Approx. 20,000 gal (140,000 lbs) Methyl Ethyl Sulfide</p> <p>Specs are as follows Purity 97% min MES</p> <p>Chloride 500 ppm Max</p> <p>Color Saybolt +30</p> <p>Cloud Pt. -20F max</p> <p>Pricing - \$0.90/lb FOB West Helena plus Feedstocks</p> <p>Additional Costs - Possibly \$0.32/gal brine disposal fee</p> <p>PHILLIPS FORM 3039 IS ATTACHED AND ACCEPTANCE OF THIS ORDER WILL INDICATE YOUR AGREEMENT TO COMPLY WITH THE REGULATIONS COVERED BY IT.</p> <p>Other conditions Order to purchase feedstocks</p> <p>MES Shipment via Phillips R.R. Cars</p> <p>COORDINATE STATUS WITH CHRIS LEHECKA (918) 661-8359</p> <p>INVOICING FOR FEED STOCK & DISPOSAL COSTS MUST BE SUPPORTED BY SUPPLIERS' INVOICE COPY.</p> <p>FAR 52-219-8 "UTILIZATION OF SMALL BUSINESS CONCERNS OWNED AND CONTROLLED BY SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS" APPLIES ON ALL CONTRACTS EXCEEDING \$10,000 OR MORE.</p> <p>CONFIRMING ORDER FAXED ON 10/13/88</p> <p>TAX EXEMPT - To become an ingredient or component part of, or be incorporated into or used or consumed in a manufac- tured, processed or fabricated product of tangible personal property.</p>

ORIGINAL

CONTRACT AND PURCHASE ORDER SUPPLEMENTAL AGREEMENT

Cedar Chemical Corp.

(hereinafter referred to as "Contractor")

furnishes equipment and/or materials and/or supplies and/or services and/or leased property under contracts or purchase orders placed by the "Company" named in the contract or purchase order to which this Supplemental Agreement is attached.

In response to the request and offer of Company, Contractor agrees that the covenants and certifications hereinafter set forth shall be and become a part of the terms of each contract and/or purchase order transaction placed with Contractor by Company acting as principal or agent, which is currently in effect or outstanding, or will be at any time during the term of this Agreement, with the same force and effect as if set forth in full in each such contract or purchase order.

SECTION 1

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The following clause shall be included in all contracts exceeding \$10,000.

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided however, that in the event the Contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 2

EMPLOYMENT OF THE HANDICAPPED

(a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

SECTION 3 CERTIFICATION OF NONSEGREGATED FACILITIES

The following clause shall be included in all contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.

The Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "Segregated Facilities" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

The failure of a prime Contractor or subcontractor to comply with the terms of its certification of nonsegregated facilities or with the terms of Equal Opportunity Clause shall be a ground for termination or cancellation of contracts or subcontracts as provided in S 1-12.805-9.

SECTION 4 WRITTEN AFFIRMATIVE ACTION COMPLIANCE PROGRAM

The Contractor certifies that if it has 50 or more employees and if it anticipates sales to us in connection with government contracts of \$50,000 or more, it will develop a written Affirmative Action Compliance Program for each of its establishments consistent with the rules and regulations published by the Department of Labor in 41 CFR Chapter 60.

SECTION 5 AFFIRMATIVE ACTION PROGRAMS FOR DISABLED VETERANS AND VETERANS OF VIETNAM ERA

The following clause shall be included in all contracts exceeding \$10,000.

(a) The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees that all suitable employment openings of the Contractor which exists at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (3).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding non-discrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period; (2) the number of nondisabled veterans of the Vietnam Era hired; (3) the number of disabled veterans of the Vietnam Era hired; and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 USC 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on the contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placements.

(e) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d) and (e) of this clause do not apply to openings which the Contractor proposes to fill from within its own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(h) As used in this clause:

(1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings as are compensated on a salary basis of less than \$25,000 per year. This term includes full time employment, temporary employment of more than three (3) days' duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within its own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an education institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the Contractor proposes to fill from within its own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of its employees.

(i) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(k) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment, and the rights of applicants and employees.

(l) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistant Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.

(m) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

SECTION 6

UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL BUSINESS CONCERNS OWNED AND CONTROLLED BY SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS

The following clause shall be included in all contracts over \$10,000 except contracts for services which are personal in nature and contracts which will be performed entirely (including all subcontracts) outside any State, territory, or possession of the United States, the District of Columbia, or the Commonwealth of Puerto Rico:

(a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with the efficient performance of this contract. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the Small Business Administration or the contracting agency which may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) As used in this contract:

(1) The term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(2) The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern —

(i) which is at least 51 per centum owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51 per centum of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

(ii) whose management and daily business operations are controlled by one or more of such individuals.

The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and other minorities, or any other individual found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

SECTION 7

UTILIZATION OF WOMEN-OWNED BUSINESS CONCERNS

The following clause shall be included in all contracts expected to exceed \$10,000 except contracts which, including all subcontracts thereunder, are to be performed entirely outside the United States, its possessions, Puerto Rico and the Trust Territory of the Pacific Islands, and contracts for services which are personal in nature.

(a) It is the policy of the United States Government that women-owned businesses shall have the maximum practicable opportunity to participate in the performance of contracts awarded by any Federal agency.

(b) The Contractor agrees to use its best efforts to carry out this policy in the award of subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, a "woman-owned business" concern means a business that is at least 51 per centum owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management. "Women" mean all women business owners.

SHIP TO
Phillips 66 Company
Philtex Plant
Borger, TX
Attn: Tom Keen

CC: Tom Greg
Ken Charlie
Joe Neil No.
Richard Joel

PAGE 2 of

-922030

CHARGE TO 1068-1 - 562100

INVOICE, PACKING LISTS, WAYBILLS, AND TAGS
SHOULD SHOW
CHARGE AND, IF APPLICABLE,
PHILLIPS STOCK NUMBER

ITEM NO.	QUANTITY	DESCRIPTION	CHARGE AND, IF APPLICABLE, PHILLIPS STOCK NUMBER
1		Approx. 20,000 gal (140,000 lbs) Methyl Ethyl Sulfide	
		Specs are as follows Purity 97% min MES	
		Chloride 500 ppm Max	
		Color Saybolt +30	
		Cloud Pt. -20F max	
		Pricing - \$0.90/lb FOB West Helena plus Freight	
		Additional Costs - Possibly \$0.32/gal waste disposal fee	
		Other Conditions Order to purchase Freight	
		MES Shipment via Phillips R.R. Cars	
		Target date for S/U: 10/24	

☐ PREPAID UNINSURED-UNITED PARCEL SERVICE OR PARCEL POST IF PACKAGE MEETS REGULATIONS:
OTHERWISE SHIP COLLECT THE LEAST EXPENSIVE OF MOTOR FREIGHT OR EXPRESS☐ 2. MOTOR FREIGHT ☐ PPD ☐ COLROUTE PPLC RAIL CARP.O. NO. 7 - 351255 - jf☒ 3. OTHER ☐ PPD ☒ COLDATE 10/12/87
9F.O.B. DEST ☐ F.O.B. ORIGIN ☒ WEST HELENA, ARK**DO NOT SHIP TO BELOW ADDRESS — SEE PAGE 2**V
E
N
D
O
RCEDAR CHEMICAL CORP.
24TH FLOOR
5100 POPLAR AVE.
MEMPHIS- TENN. 38137
ATTN: GEOFFREY L. PRATTB
I
L
L
T
OPHILLIPS 66 COMPANY
C/O PHILLIPS PETROLEUM CO.
PROCUREMENT & MATERIAL CONTROLS
P.O. BOX 5300
BARTLESVILLE OK 74005

REFER ALL INQUIRIES TO (IF NO ADDRESS IS SHOWN BELOW, SEND INQUIRIES TO PROCUREMENT AND MATERIALS CONTROL 136 FPG, BARTLESVILLE, OK. 74004)

MAIL ITEMIZED AND EXTENDED INVOICE IN TRIPLICATE FOR EACH SHIPMENT TO ABOVE ADDRESS: SHOW P.O. NO. INCLUDING PREFIX AND SUFFIX.

Additional Page(s) 2 through 2 of the above numbered Purchase Order are attached hereto and incorporated herein as part of this Purchase Order.**TERMS AND CONDITIONS**

- The Uniform Commercial Code (U.C.C.) of the Purchaser's "BILL TO" location, or other applicable commercial law where the U.C.C. has not been adopted in Purchaser's "BILL TO" location, shall, to the extent it is not inconsistent with the provisions of this Purchase Order, be utilized to construe and govern this Purchase Order and performance hereunder.
- In addition to any other applicable mode of acceptance, delivery of any goods specified in this Purchase Order will constitute acceptance of this Purchase Order with all its Terms and Conditions and will constitute Vendor's certification that goods delivered hereunder have been produced or certified to Vendor as produced in accordance with the Fair Labor and Standards Act of 1938, as amended.
- Vendor shall advise at once if unable to meet specified shipping date(s). Time is of the essence of this Purchase Order and Purchaser reserves the right to cancel this order at any time if specified shipping date(s) is(are) not met.
- Vendor shall assure that each shipment contains a packing slip listing contents. Purchaser's count will be accepted as final and conclusive on all shipments not accompanied by a packing slip.
- No minimum order charges, or charges for packing, cartage, insurance or value charges by any mode of transportation shall be payable or paid by Purchaser unless so specified on this Purchase Order.
- Vendor shall show all applicable cash discounts on all invoices. When invoices are not mailed on invoice date, discount period will be computed from date of invoice receipt.
- Prepaid Shipment charges must be supported by copy of Bill of Lading and Carriers receipted bill. Collect shipments must be supported by copy of Bill of Lading sent to consignee address.
- Concerning orders of goods worth \$10,000 or more where Vendor has not previously signed an annual agreement with Purchaser agreeing to comply with all Federal Equal Employment Opportunity and Nondiscriminatory Regulations, Phillips Form 3039 is attached and acceptance of this Order will indicate your agreement to comply with the regulations covered by it.
- Vendor agrees to show Purchaser's item numbers and description on all invoices.
- Vendor shall maintain a true and correct set of records pertaining to the work performed hereunder and all transactions related thereto for a period of at least two years after completion of this purchase order. Any representative authorized by the Purchaser may audit such records for the sole purpose of determining whether there has been compliance with the following paragraph:
Vendor shall not pay any commissions, fees, or grant any rebates, to any employee or officer of the Purchaser for his personal or private benefit, nor favor employees or officers of the Purchaser with gifts or entertainment of significant cost or value, nor enter into any business arrangements with employees or officers of the Purchaser which benefit them, personally or privately, for services they perform as Purchaser representatives.
- THIS PURCHASE ORDER, INCLUDING THE DESCRIPTION OF MERCHANDISE, EQUIPMENT AND/OR ACCESSORIES, ALONG WITH ANY PROPOSAL, BID, QUOTATION OR OTHER DOCUMENT ATTACHED HERETO, EXPRESSLY REFERENCED HEREIN AND MADE A PART HEREOF, IS AN OFFER TO PURCHASE AND ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS SET OUT IN SUCH OFFER. ANY ACCEPTANCE, PROPOSAL, BID, QUOTATION OR OFFER NOT SO MADE A PART HEREOF WHICH STATES TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE SO OFFERED HEREIN SHALL NOT BE BINDING ON PURCHASER AND PURCHASER HEREBY REJECTS ANY SUCH ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS UNLESS SUCH ADDITIONAL OR DIFFERENT TERMS ARE AGREED TO IN WRITING BY PURCHASER.

NOTE: ADVISE BEFORE ENTERING ORDER IF TERMS AND CONDITIONS SHOWN ARE UNACCEPTABLE

PHILLIPS PETROLEUM CO.

AS AGENT FOR PURCHASER



THIS ORDER NOT VALID UNLESS SIGNED BY AN AUTHORIZED EMPLOYEE OR AGENT OF PURCHASER.

BUYING COORDINATOR



SHIP TO

PHILLIPS 66 Co.

PHILTEX PLANT

BORGER, TX

ATTN: HAROLD ROGERS

No. 7-351255-JF

SHOW OUR ORDER NO. AND CONSIGNEE ADDRESS ON ALL SHIPPING PAPERS AND TAGS.

CHARGE

TO 1068-1-S02100

INVOICE, PACKING LISTS, WAYBILLS, AND TAGS
SHOULD SHOW
CHARGE AND, IF APPLICABLE,
PHILLIPS STOCK NUMBER

ITEM NO. QUANTITY DESCRIPTION

1 → 70,000 TO 100,000 lbs. METHYL ETHYL SULFIDE

SPECIFICATIONS: PURITY - 97% MIN. MES BY GC

CHLORIDES - 50 ppm MAX.

COLOR - CLEAR AND COLORLESS

CLOUD POINT - 40 TO 50°F; PREFERABLY < -20°F

PRICING: \$0.90/lb FOB WEST HULENA PLUS FEEDSTOCKS.

ADDITIONAL COSTS: POSSIBLE \$0.32/gal BRINE DISPOSAL FEE.

(ALL ADDITIONAL COSTS TO BE SUPPORTED WITH INVOICES)

OTHER CONDITIONS: CEDAR TO PURCHASE FEEDSTOCKS.

• MES SHIPMENT VIA PHILLIPS RR. CAR.

• COORDINATE STATUS WITH

CHRIS LEHECKA (918) 661-8359

PHILLIPS MAY TERMINATE PRIOR TO REACHING STATED AMOUNT.

CHARGES IN THIS CASE TO BE: \$6000/DAY FOR EACH

OPERATING DAY PLUS THREE DAYS OR \$0.90/lb MES
PLUS FEEDSTOCKS, WHICH EVER IS GREATER.

CONFIRMING PHONE ORDER 10/9/87

R. L. HUGO TO JEFF PRATT

DO NOT DUPLICATE

TAX-EXEMPT - To become an ingredient
or component part of, or be incorporated
into or used or consumed in a manufac-
tured, processed or fabricated product of
tangible personal property.

ORIGINAL

CONTRACT AND PURCHASE ORDER SUPPLEMENTAL AGREEMENT

Cedar Chemical Corp. (hereinafter referred to as "Contractor") furnishes equipment and/or materials and/or supplies and/or services and/or leased property under contracts or purchase orders placed by the "Company" named in the contract or purchase order to which this Supplemental Agreement is attached.

In response to the request and offer of Company, Contractor agrees that the covenants and certifications hereinafter set forth shall be and become a part of the terms of each contract and/or purchase order transaction placed with Contractor by Company acting as principal or agent, which is currently in effect or outstanding, or will be at any time during the term of this Agreement, with the same force and effect as if set forth in full in each such contract or purchase order.

SECTION 1

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The following clause shall be included in all contracts exceeding \$10,000.

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided however, that in the event the Contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 2

EMPLOYMENT OF THE HANDICAPPED

(a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

SECTION 3

CERTIFICATION OF NONSEGREGATED FACILITIES

The following clause shall be included in all contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.

The Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "Segregated Facilities" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

The failure of a prime Contractor or subcontractor to comply with the terms of its certification of nonsegregated facilities or with the terms of Equal Opportunity Clause shall be a ground for termination or cancellation of contracts or subcontracts as provided in S 1-12.805-9.

SECTION 4

WRITTEN AFFIRMATIVE ACTION COMPLIANCE PROGRAM

The Contractor certifies that if it has 50 or more employees and if it anticipates sales to us in connection with government contracts of \$50,000 or more, it will develop a written Affirmative Action Compliance Program for each of its establishments consistent with the rules and regulations published by the Department of Labor in 41 CFR Chapter 60.

SECTION 5

AFFIRMATIVE ACTION PROGRAMS FOR DISABLED VETERANS AND VETERANS OF VIETNAM ERA

The following clause shall be included in all contracts exceeding \$10,000.

(a) The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees that all suitable employment openings of the Contractor which exists at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (3).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding non-discrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam Era hired, (3) the number of disabled veterans of the Vietnam Era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 USC 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on the contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placements.

(e) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d) and (e) of this clause do not apply to openings which the Contractor proposes to fill from within its own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(h) As used in this clause:

(1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings as are compensated on a salary basis of less than \$25,000 per year. This term includes full time employment, temporary employment of more than three (3) days' duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within its own organization or to fill pursuant to a customary and traditional employer — union hiring arrangement nor openings in an education institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the Contractor proposes to fill from within its own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of its employees.

(i) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(k) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment, and the rights of applicants and employees.

(l) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistant Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.

(m) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

SECTION 6

UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL BUSINESS CONCERNS OWNED AND CONTROLLED BY SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS

The following clause shall be included in all contracts over \$10,000 except contracts for services which are personal in nature and contracts which will be performed entirely (including all subcontracts) outside any State, territory, or possession of the United States, the District of Columbia, or the Commonwealth of Puerto Rico:

(a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with the efficient performance of this contract. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the Small Business Administration or the contracting agency which may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) As used in this contract:

(1) The term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(2) The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern —

(i) which is at least 51 per centum owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51 per centum of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

(ii) whose management and daily business operations are controlled by one or more of such individuals.

The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and other minorities, or any other individual found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

SECTION 7

UTILIZATION OF WOMEN-OWNED BUSINESS CONCERNS

The following clause shall be included in all contracts expected to exceed \$10,000 except contracts which, including all subcontracts thereunder, are to be performed entirely outside the United States, its possessions, Puerto Rico and the Trust Territory of the Pacific Islands, and contracts for services which are personal in nature.

(a) It is the policy of the United States Government that women-owned businesses shall have the maximum practicable opportunity to participate in the performance of contracts awarded by any Federal agency.

(b) The Contractor agrees to use its best efforts to carry out this policy in the award of subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, a "woman-owned business" concern means a business that is at least 51 per centum owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management. "Women" mean all women business owners.

9186614596

SENT BY: Phillips Petroleum Co. ; 10- 9-87 ; 4:57PM ; Phillips Pet. /CP&MC-

901 761 4854;# 1

SHIP BY

PURCHASE ORDER

PAGE 1

- ☐ 1. PREPAID UNINSURED-UNITED PARCEL SERVICE OR PARCEL POST IF PACKAGE MEETS REGULATIONS:
OTHERWISE SHIP COLLECT THE LEAST EXPENSIVE OF MOTOR FREIGHT OR EXPRESS

☐ 2. MOTOR
FREIGHT☐ PPD☐ COL

ROUTE

PPC RAIL CAR

P.O. 7 - 351255 - 1F
NO.

10/12/87

DATE 9

☒ 3. OTHER☐ PPD☒ COLP.O. DEST ☐

P.O. ORIGIN

☒ WEST HELENA, ALA

DO NOT SHIP TO BELOW ADDRESS - SEE PAGE 2

CEDAR CHEMICAL CORP.

24TH FLOOR

5100 POPLAR AVE.

MEMPHIS, TENN. 38137

ATTN: GEOFFREY L. PRATT

PHILLIPS 66 COMPANY

C/O PHILLIPS PETROLEUM CO.

PROCUREMENT & MATERIAL CONTROLS

P.O. BOX 5300

BARTLESVILLE OK 74005

REFER ALL INQUIRIES TO IF NO ADDRESS IS SHOWN BELOW. SEND INQUIRIES TO PROCUREMENT AND MATERIALS
CONTROL, 125 PPE, BARTLESVILLE, OK 74004MAIL ITEMIZED AND EXTENDED INVOICE IN TRIPLICATE FOR
EACH SHIPMENT TO ABOVE ADDRESS. SHOW P.O. NO. INCLUDING
PREFIX AND SUFFIX.Additional Page(s) 2 through 2 of the above numbered Purchase
Order are attached hereto and incorporated herein as part of this Purchase Order.

TERMS AND CONDITIONS

1. The Uniform Commercial Code (U.C.C.) of the Purchaser's "BILL TO" location, or other applicable commercial law where the U.C.C. has not been adopted in Purchaser's "BILL TO" location, shall, to the extent it is not inconsistent with the provisions of this Purchase Order, be utilized to construe and govern this Purchase Order and performance hereunder.
2. In addition to any other applicable mode of acceptance, delivery of any goods specified in this Purchase Order will constitute acceptance of this Purchase Order with all its Terms and Conditions and will constitute Vendor's certification that goods delivered hereunder have been produced or certified to Vendor as produced in accordance with the Fair Labor and Standards Act of 1938, as amended.
3. Vendor shall advise at once if unable to meet specified shipping date(s). Time is of the essence of this Purchase Order and Purchaser reserves the right to cancel this order at any time if specified shipping date(s) is(are) not met.
4. Vendor shall assure that each shipment contains a packing slip listing contents. Purchaser's count will be accepted as final and conclusive on all shipments not accompanied by a packing slip.
5. No minimum order charges, or charges for packing, cartage, insurance or value charges by any mode of transportation shall be payable or paid by Purchaser unless so specified on this Purchase Order.
6. Vendor shall show all applicable cash discounts on all invoices. When invoices are not mailed on invoice date, discount period will be computed from date of invoice receipt.
7. Prepaid shipment charges must be supported by copy of Bill of Lading and Carriers receipted bill. Collect shipments must be supported by copy of Bill of Lading sent to consignee address.
8. Concerning orders of goods worth \$10,000 or more where Vendor has not previously signed an annual agreement with Purchaser agreeing to comply with all Federal Equal Employment Opportunity and Nondiscriminatory Regulations, Phillips Form 3039 is attached and acceptance of this Order will indicate your agreement to comply with the regulations covered by it.
9. Vendor agrees to show Purchaser's item numbers and description on all invoices.
10. Vendor shall maintain a true and correct set of records pertaining to the work performed hereunder and all transactions related thereto for a period of at least two years after completion of this purchase order. Any representative authorized by the Purchaser may audit such records for the sole purpose of determining whether there has been compliance with the following paragraph:
Vendor shall not pay any commissions, fees, or grant any rebates, to any employee or officer of the Purchaser for his personal or private benefit, nor favor employee or officers of the Purchaser with gifts or entertainment of significant cost or value, nor enter into any business arrangements with employees or officers of the Purchaser which benefit them, personally or privately, for services they perform as Purchaser representatives.
11. THIS PURCHASE ORDER, INCLUDING THE DESCRIPTION OF MERCHANDISE, EQUIPMENT AND/OR ACCESSORIES, ALONG WITH ANY PROPOSAL, BID, QUOTATION OR OTHER DOCUMENT ATTACHED HERETO, EXPRESSLY REFERENCED HEREIN AND MADE A PART HEREOF, IS AN OFFER TO PURCHASE AND ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS SET OUT IN SUCH OFFER. ANY ACCEPTANCE, PROPOSAL, BID, QUOTATION OR OFFER NOT SO MADE A PART HEREOF WHICH STATES TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE SO OFFERED HEREIN SHALL NOT BE BINDING ON PURCHASER AND PURCHASER HEREBY REJECTS ANY SUCH ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS UNLESS SUCH ADDITIONAL OR DIFFERENT TERMS ARE AGREED TO IN WRITING BY PURCHASER.

NOTE: ADVISE BEFORE ENTERING ORDER IF TERMS AND CONDITIONS SHOWN ARE UNACCEPTABLE

PHILLIPS PETROLEUM CO.

AS AGENT FOR PURCHASER

THIS ORDER NOT VALID UNLESS SIGNED BY AN AUTHORIZED
EMPLOYEE OR AGENT OF PURCHASER

BUYING COORDINATOR

FORM 4832-S 8-84

ORIGINAL

No. 7-351255-JF

S H I P T O	PHILLIPS 66 Co.
	PHILTEX PLANT
	BORGER, TX
	ATTN: HAROLD ROGERS

SHOW OUR ORDER NO. AND CONSIGNEE ADDRESS ON ALL SHIPPING PAPERS AND TAGS.

CHARGE TO 1068-1-802100

INVOICE, PACKING LISTS, WAYBILLS, AND TAGS SHOULD SHOW CHARGE AND, IF APPLICABLE, PHILLIPS STOCK NUMBER

ITEM NO.	QUANTITY	DESCRIPTION
1	→	70,000 TO 100,000 lbs. METHYL ETHYL SULFIDE
		SPECIFICATIONS: PURITY - 97% MIN. MES BY GC
		CHLORIDES - 50 ppm MAX.
		COLOR - CLEAR AND COLORLESS
		CLOUD POINT - 40 TO 50°F; PREFERABLY < -20°F
		PRICING: \$.90/lb FOR WEST HULENA PLUS FEEDSTOCKS
		ADDITIONAL COSTS: POSSIBLE \$.32/gal BRINE DISPOSAL FEE.
		(ALL ADDITIONAL COSTS TO BE SUPPORTED WITH INVOICES)
		OTHER CONDITIONS: CLEAR TO PURCHASE FEEDSTOCKS.
		• MES SHIPMENT VIA PHILLIPS RR. CAR
		• COORDINATE STATUS WITH
		CITRIS LEHECKA (218) 661-8359
		PHILLIPS MAY TERMINATE PRIOR TO REACHING STATED AMOUNT
		CHARGES IN THIS CASE TO BE: \$6000/DAY FOR EACH
		OPERATING DAY PLUS THREE DAYS OR \$.90/lb MES
		PLUS FEEDSTOCKS, WHICHEVER IS GREATER.
		CONFIRMING PHONE ORDER 10/9/87
		R. L. HUGO TO JEFF PRATT
		DO NOT DUPLICATE

ORIGINAL